

May 19, 2023

Subject: Request for Quote #2265-A: Road Temporary Labor

Gentlemen/Ladies:

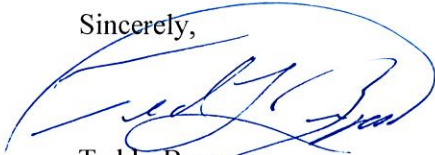
Fayette County, Georgia invites you to submit a quote for the above listed solicitation in accordance with the information and specifications contained herein.

Address any questions you may have about this request for quotes to Sherry White via email to swhite@fayettecountyga.gov or fax to (770) 719-5544. **Questions will be accepted until 3:00p.m., Wednesday, May 24, 2023.**

Quotes will be accepted until 3:00p.m., Tuesday, May 30, 2023. Please provide your quote and other information via email to Sherry White, Contract Administrator at swhite@fayettecountyga.gov or fax to (770) 305-5544.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Sincerely,



Ted L. Burgess
Director of Purchasing

GENERAL TERMS AND CONDITIONS

RFQ #2265-A: Road Temporary Labor

1. **Definitions:** The term “contractor” as used in these Terms and Conditions shall be used synonymously with the term “successful responder.” The term “county” shall mean Fayette County, Georgia.
2. **Quote is Offer to Contract:** Each quote constitutes an offer to become legally bound to a contract with the county, incorporating the request for quote and the responder’s quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the request for quote, except to the extent that a responder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The responder should take care to answer all questions and provide all requested information, and to note any exceptions in the quote submission. Failure to observe any of the instructions or conditions in this request for quote may result in rejection of the quote.
3. **Binding Offer:** To allow sufficient time for a contract to be awarded, each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date to the date of award, unless the responder takes exception to this provision in writing.
4. **References:** Include with your quote a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this request for quote, on the form provided. Include all information as requested on the form.
5. **Preparation Costs:** The responder shall bear all costs associated with preparing the quote.
6. **More Than One Quote:** Do not submit alternate quotes or options, unless requested or authorized by the county in the request for quote. If a responder submits more than one quote without being requested or authorized to do so, the county may disqualify the quotes from that responder, at the county’s option.
7. **Defects or Irregularities:** The county reserves the right to waive any defect or irregularity in any quote received. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
8. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the quote. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
9. **Hours are Estimates:** Hours listed herein are estimates for the period specified. This will be an indefinite-hour type contract, with county requirements fulfilled on an “as ordered” basis. No guarantee to purchase the amount hours shown is intended or implied. The county reserves the right to order more or less hours at the prices stated in the quote.
10. **Responder Substitutions:** Responders offering substitutions or deviations from specifications stated in the request for quote, shall list such substitutions or deviations on the “Exceptions to Specifications” sheet provided, or on a separate sheet to be submitted with the quote. The absence of such list shall indicate that the responder has taken no exception to the specifications. The evaluation of quotes and the determination as to equality and acceptability of products or services offered shall be the responsibility of the county.

11. **Non-Collusion:** By responding to this request for quote, the responder represents that the quote is not made in connection with any competing responder, supplier, or service provider submitting a separate response to this request for quote, and is in all respects fair and without collusion or fraud.
12. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

13. **Evaluation:** Award will be made to the lowest responsive, responsible responder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The county may make such investigation as it deems necessary to determine the ability of the responder to perform, and the contractor shall furnish to the county all information and data for this purpose as the county may request. The county reserves the right to reject any item, any quote, or all quotes, and to re-solicit for pricing.
14. **Partial Award:** The county reserves the right to make award by item, by group of items, by any combination of items, or by lump sum award. The award will be made in the best interest of the county. Responders may restrict their offers to consideration of a lump sum award or other restriction only by so indicating on the pricing sheet or the "Exceptions to Specifications" sheet included in the request for quotes. Responders who do not restrict consideration of their offers in this manner shall be expected to accept any portion of the award. The county reserves the right to award multiple contracts for the products or services sought by this request for quotes.
15. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the quote, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
16. **Trade Secrets – Confidentiality:** If any person or entity submits a quote or proposal that contains trade secrets, an affidavit shall be included with the quote or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).

17. **Trade Secrets – Internal Use:** In submitting a quote, the responder agrees that the county may reveal any trade secret materials contained in the quote to all county staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The responder agrees to hold harmless the county and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the responder has designated as a trade secret.
18. **Term of Contract:** The initial term of this agreement shall begin upon issuance of a Notice to Proceed and continue for a period of thirteen months through June 30, 2024. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms (each a “Renewal Term” and together with the Initial Term, the “Term”), which renewal will be by letter or other written correspondence from the county to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
19. **Secondary Contracts:** The County may award a secondary contract to the responsive, responsible bidder making the second lowest bid. Considerations in selecting a secondary contract will be the same as for the primary contract.
20. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any bidder prior to the county issuing the Notice to Proceed.
21. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
22. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
 - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Worker’s Compensation & Employer’s Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

23. **Unauthorized Performance:** The County will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
24. **Assignment of Contract:** Assignment of any contract resulting from this request for quotes will not be authorized, except with express written authorization from the county.

25. **Indemnification:** The contractor shall indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such damages, losses, or expenses.
26. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
27. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the county shall have authority to make open-market purchases of comparable goods or services. The county shall have the right to invoice the contractor for any excess expenses incurred, or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.
28. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
29. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion.
30. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
31. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in proper venue in Fayette County, Georgia.

SCOPE OF WORK

RFQ #2265-A: Road Temporary Labor

PURPOSE AND INTENT

Fayette County, Georgia is seeking quotes for temporary labor services. The County seeks to enter into an agreement, which shall begin upon issuance of a Notice to Proceed and continue through June 30, 2024. Thereafter, this agreement may be renewed by the County for two additional one-year renewal terms, as described in the Terms and Conditions of this request for quotes.

BACKGROUND

Temporary daily laborers will be used for various tasks within the Road Department. Primary work generally consists of General Labor which includes picking up trash and dead animals from the County's right-of-way. Currently looking for 4 daily laborers to work Monday thru Friday from 7:00a.m. to 3:30p.m. whereas the County will supply a supervisor and driver to coordinate the daily activities.

Secondary labor work depending on the Department's needs include traffic flagging, asphalt day laborer and administration help. The specifics will be coordinated on a as needed basis varying from week to week (example, some weeks laborers will be requested on multiple days and other times there maybe multiple weeks between requesting laborers).

SCOPE OF SERVICES

All quotes shall meet or exceed, the requirements contained herein. Below is the different labor positions and the general job tasks (but not limited) that each position requires:

PRIMARY

General Labor

Tasks to be performed by the General day laborers include:

- Work an 8-hour work day
 - Able to be on their feet for the entire 8 hours and walk a minimum 2 miles daily
 - Pick-up and remove trash and dead animals from the County's right-of-way
 - Work in outside weather conditions of the heat and occasional rain
- Moving barricades and setting up traffic drums as directed
- Assist with storm clean-up

SECONDARY

Asphalt Day Labor

Tasks to be performed by the Asphalt Day laborers with association of the County Asphalt Paving Crew:

- Work a 10 hour work day
 - Able to be on their feet for the entire 10 hours
 - Manual labor of shoveling transportation asphalt
 - Work in outside weather conditions of heat and occasional rain
- Moving barricades and setting up traffic drums as directed
- Pick-up and remove debris on construction sites

Traffic Flagging

Tasks to be performed by the traffic flagging laborers with association of the County Daily Traffic Flagging needs:

- Work an 8 or 10 hour work day
- Able to be on their feet for the entire 8 to 10 hours
- Work in outside weather conditions of the heat and occasional rain
- Possess a valid Traffic Flagging Certification Card (cards must be present at the start of each day).
- Moving barricades and setting up traffic drums as directed

Administration Help

Tasks to be performed by the administration helpers with association of the County Office administration needs:

- Work 8am to 4:30pm with ½ hour lunch.
 - Answering calls, transferring and/or providing names, numbers and other information from the County's website
 - Provide general clerical support (MS Office a plus – Outlook, Excel, Word)
 - Making copies, scanning and faxing documents
 - Collecting the necessary data elements for completion of citizen calls/service requests
 - Entering service requests into a database program (Pubworks)
 - Efficient operation of Department in the role of first point of contact with all citizens and employees via telephone and in person.

GENERAL REQUIREMENTS AND RESPONSIBILITIES

Personal Protective Equipment (PPE)

The Contractor shall provide day laborers with all non-transferable/disposable PPE necessary such as boots (no tennis shoes allowed). Day laborers shall arrive on site dressed appropriately for outside work on the day of employment. No shorts or cut off shirts will be allowed.

The Contractor will be required to furnish safety vest for all day laborers. This vest needs to be a Class 2 vest that meets ANSI/SEA 107-205 Standards.

The County shall provide disposable and transferable PPE such as gloves and ear plugs. County provided PPE shall be returned to the County Supervisor at the end of each workday.

Scheduling Procedure

The County will request day laborers by placing a request by email the previous Friday afternoon before 3pm of the labor needs of the County the following week.

The email order will provide the Contractor with the current purchase order number, the type of work to be performed and the number of day laborers requested for each day of the following week. Day laborers are expected to arrive ready for work at 7:00 a.m. The County shall guarantee a minimum of four (4) work hours each day when service is required.

County reserves the right to cancel scheduled workers due to upcoming weather issues by email sent before 3pm the previous day.

Work Tickets

The Contractor shall leave daily work tickets with the County Supervisor at the end of each work day. The work ticket will be pre-filled out by the Contractor with the following information:

- Date
- Type of work to be performed
- Number of day laborers
- Names of day laborers

The County Supervisor will annotate the work ticket with:

- Time work began for each day laborer
- Time work ended for each day laborer
- Signature

A copy of the signed ticket will be kept by the County and the other given back to the Contractor's day laborers for transport back to the Contractor.

Work Performance

Workers are expected to perform the duties that they are assigned in the time allotted. Contractor's employees not performing to County's expectations or not equipped to work, will be dismissed. Poorly performing day laborers shall not be returned to the facility by the Contractor. The County shall not be billed for any employee that is dismissed by the County within the first hour of arrival.

Employed by the Contractor

All day laborers shall be employed by the Contractor. The Contractor shall be responsible for all payroll, taxes, worker's compensation, insurance and other federal and state requirements for temporary personnel.

Certified Flagger

The Contractor shall provide trained certified traffic flaggers when requested by the County.

Right of Refusal

The County shall have the right at any time to refuse or determine unacceptable, any day laborers sent by the Contractor. The temporary laborer shall be immediately removed and prompt arrangement made for a suitable replacement.

Work Eligibility of Day Laborers

All temporary day laborers shall be able to perform the specific work tasks requested and speak English. All day laborers must also be eligible to legally work in the United States.

Meals and Travel Time

The County will only pay for actual time worked. No travel time or mealtime will be allowed.

Laborers shall be responsible for providing their own lunch. County will supply water on the work site.

Asphalt Day Labor and Traffic Flagging operations currently don't take a traditional lunch break due to the nature of the work.

Tools

The County shall provide all necessary tools such as shovels, trash bags, rakes, and string trimmers. Tools shall be returned to the County Supervisor at the end of each workday.

Contractor Required Testing and Background

The Contractor must perform a criminal background check on all laborers provided. The background must consist of a Georgia & Federal check using name, social security numbers and date of birth.

The Contractor must perform substance abuse screenings on all laborers provided. Pre-employment, substance abuse test will consist of both:

1. 9 panel drug screening (the panels referenced are marijuana, cocaine, PCP, opiates, methamphetamine, methadone, amphetamines, barbiturates, and benzodiazepines)
2. Alcohol test. All laborers will be subject to additional random drug testing and are subject to reasonable suspicion testing for drugs and alcohol.

No Laborers under this agreement will be allowed to operate a county vehicle.

PRICING SHEET

RFQ #2265-A: Road Temporary Labor

Labor Description	Hourly Rate	Estimated Hours per Year	Extended Price
General Day Labor		4,700	
Asphalt Day Labor		160	
Traffic Flagging		320	
Administration Help		40	
Total Annual Price			
Administration Charge if employee is hired by the County			

NOTE: The hourly rates shall be inclusive of all direct and indirect costs including, but not limited to: overhead, fee or profit, taxes, insurance, travel expenses, training, managerial and clerical support expenses and benefits. No additional charges/fees will be allowed after the quote receive by date and time.

All pricing is based by the Hour.

STATE AMOUNT OF NOTIFICATION REQUIRED FOR STAFF TO REPORT,

_____ SPECIFY DAY(S) OR HOUR(S).

COMPANY NAME: _____

COMPANY INFORMATION
RFQ #2265-A: Road Temporary Labor

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Office Number: _____ Fax Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

E-mail Address: _____

Office Number: _____ Fax Number: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

RFQ #2265-A: Road Temporary Labor
Name of Project

Fayette County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

REFERENCES
RFQ #2265-A: Road Temporary Labor

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME _____

EXCEPTIONS TO SPECIFICATIONS

RFQ #2265-A: Road Temporary Labor

Please list below any exceptions or clarifications to the specifications of this quote. Explain any exceptions in full.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

COMPANY NAME: _____